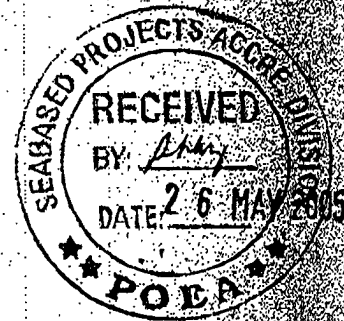


EXHIBIT E

3 Supplemental Agreement



SUPPLEMENTARY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This SUPPLEMENTARY AGREEMENT made and entered into at Manila, Philippines this 14th day of February 2005, by and between:

UNITED PHILIPPINES LINES, INC., Attorney-in-Fact of HOLLAND AMERICA LINE INC., a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, represented by its President, MR. FERNANDO V. LISING with principal office UPL Building, Sta. Clara Street, Intramuros, Manila, Philippines, herein referred to as the "COMPANY";

AND

ASSOCIATED MARINE OFFICERS AND SEAMEN'S UNION OF THE PHILIPPINES, affiliate of the PHILIPPINE TRANSPORT AND GENERAL WORKERS ORGANIZATION, an affiliate of IFF and a labor organization duly registered with the Department of Labor and Employment, herein represented by its President, CAPT. GREGORIO S. OCA, with principal office at the Seamen's Center, Cabildo cor. Sta. Potenciana Street, Intramuros, Manila, Philippines, hereinafter referred to as the "UNION";

WITNESSETH THAT:

WHEREAS, the COMPANY and the UNION have executed an AMOSUP Collective Bargaining Agreement (CBA) on July 7th, 2004 covering the Holland America Vessel: Listed in Appendix "A" of the Agreement, for which shall be in effect for the period of three (3) years from JANUARY 1, 2004 to DECEMBER 31, 2006.

WHEREAS, the COMPANY and the UNION have agreed to implement the COMPANY'S Gratuity and Incentive Program for Beverage personnel, otherwise known as the Gratuity & Beverage Plan;

WHEREAS, the COMPANY Gratuity and Beverage Plans have been designed with the objective to provide participating crewmembers with an increase in earnings as compared to the POEA approved contract and the 2003 AMOSUP CBA.

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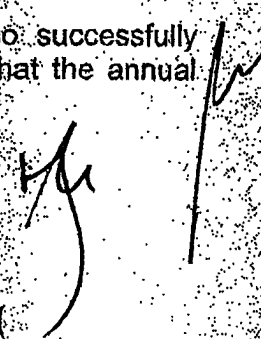
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WHEREAS, the COMPANY and the UNION met on 14 February 2005 to evaluate and make a periodical assessment of the Company's Gratuity and Beverage Plans;

WHEREAS, the COMPANY and the UNION, desirous of maintaining the uninterrupted harmonious relationship between them, have agreed to and hereby conclude this Supplementary Agreement to amend the following provisions of above agreement as per request of owner's representative as follows:

Art. 3 TRANSPORTATION AND CONVEYANCE

- 3.1 The COMPANY agrees to pay for the deployment cost covering transportation, board and lodging, and other incidentals to any seafarer covered by this Agreement from the port of Manila to the port of employment and repatriation. Subject to the next succeeding provisions.
- 3.2 Gratuity and Beverage Plan Participating Crewmember - The Company agrees to pay, in advance, all necessary costs, which are required to embark and disembark the participating crewmember during the scheduled assignment. It is understood that the Gratuity and/or Beverage Plan shall cover the costs of embarking on and disembarking from the vessel including, travel expenses, hotel accommodations, meal allowance and other similar expenses going to and from the vessel, as well as visas, pre-employment medical expenses and uniforms. These items shall be advanced by the Company but shall be returned to the Company under the Gratuity based on charging passengers and/or Beverage Plan.
 - 3.2.1 Even after the charges or return of the advances mentioned above, a participating crewmember will not receive less than the annual guarantee as specified by the position.
 - 3.2.2 It is hereby understood that should the seafarer not receive any additional income under the Gratuity and/or Beverage Plan, he or she shall not be subject to the return of the advances to the company as mentioned herein.
 - 3.2.3 At no time will a participating crewmember who successfully completes his scheduled assignment earn less than the annual



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guarantee specified by the position regardless of the charges or return of the advances mentioned above. Should the total entitlement amount under the Gratuity and/or Beverage Plan received by the seafarer be less than the agreed annual guarantee, as indicated in the wage scale of the agreement (Column II, Appendix A-2 of the CBA), the COMPANY shall pay the crew concerned the differential amount.

3.2.4 It is understood that the COMPANY shall ensure that all participating embarking crew shall have understood and agreed to be bound by the terms of the Gratuity and Beverage Plans.

3.3 The COMPANY agrees that if a seafarer covered by the Agreement is left behind by the vessel for reason of injury or illness, he shall be provided with transportation to catch up with the vessel or repatriated at the option of the COMPANY. However, in the event such seafarer is left behind through his own fault or by desertion, the COMPANY reserves the right to deduct from his earnings all expenses incurred by the COMPANY for the repatriation of the seafarer. Should his wages prove to be insufficient to cover such expenses, the COMPANY has the right to take action to collect the sum due.

3.4 The COMPANY agrees that prior to departure from Manila of any seafarer, he shall be granted a cash advance not to exceed fifty percent (50%) of his pay which shall be deductible against his accruing wages for a period not exceeding two (2) months.

Art. 10. SALARIES

10.1 Effective January 01, 2004, all positions covered by this Agreement as per attached Filipino Salary Scale. (See appendix A-1, A-2)

(a) For Deck and Engine staff, a 2% increase in monthly wage is granted for each of the years 2004, 2005 and 2006.

(b) For Hotel and Beverage staff, commencing May 2004, the salary scale as shown in, Appendix A-2, attached shall be applied.

10.2 (a) (1) That not more than twenty percent (20%) of the monthly wage will be credited to his account and the balance of eighty

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percent (80%) shall be payable to the Seafarer's assigned allottee in Philippine Currency at the rate of exchange prevailing as bank buying rate on the first day of the month where payment of such allotment shall become due. Variable overtime compensation shall be payable on board.

(a) (2) For Hotel and Beverage Personnel, the monthly allotment shall be as provided for in Appendix A-2.

(b) That not more than the 20% of the monthly salary for Deck and Engine employees shall be paid onboard every pay period together with other earnings including overtime pay, extra labor wages. A Master's Payment Order may also be issued by the Master upon request at any particular time but only for purposes of remitting the amount to the Seafarer's allottee in the Philippines.

(c) The crew member agrees that in case US dollars are not available when payment of such wages shall be due, he can be paid in any other foreign currency available, in part or in full, subject to the provisions of section B. The Company further agrees that dollar remittance for salaries of crew shall be coursed through the Philippine National Bank or to any other bank authorized by the Central Bank of the Philippines.

BEVERAGE PERSONNEL (APPENDIX A-2)

10.3.6 Monthly wage of beverage personnel (Appendix A-2, column 1) is inclusive of living allowance, overtime, vacation and bonuses.

10.4 HOTEL PERSONNEL (APPENDIX A-2)

10.4.1 Hotel personnel (Appendix A-2) shall take part in the gratuity program wherein each eligible position will be paid additional monies, which will be paid by position based upon the Company gratuity distribution procedure.

10.4.2 Monthly wage for Hotel personnel (Appendix A-2, column 1) is inclusive of living allowances, overtime, vacation and bonuses.

10.4.3 Hotel personnel are eligible for an Annual Guarantee of Income based on completing a 12-month assignment. Gratuity payments received from passengers under the plan will be included for the purpose of

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determining if an Annual Guarantee shall be made at the successful conclusion Seafarer's contract period. (Appendix A-2, column II)

10.4.4 In port and at sea, the normal hours of work shall be 77 hours per week. Compensation for fixed overtime is included in the first 77 hours of work during the week. However, the overtime rate by position listed in Appendix "A" will be the basis for payment of each hour worked in excess of 77 hours in a week.

Art. 14 EMBARKATION AND REPATRIATION OF SEAFARERS

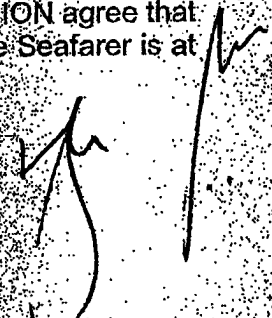
14.1 EMBARKATION

14.1.1 For Hotel and Beverage Personnel (Appendix A-2) participating in the Gratuity and Beverage Plan, cost of airplane fares (economy), transport and transfers to port of embarkation, costs of meals and hotel charges, if applicable, shall be advanced by the COMPANY according to the number of days required from the airport/seaport in Greater Manila to the port of embarkation. The amounts advanced by the COMPANY shall be returned to the COMPANY from the proceeds of the Gratuity based on charging passengers and/or Beverage Plan. Upon the completion of the participating Hotel and Beverage Personnel's contract, the costs mentioned herein advanced by the COMPANY shall also apply to said participating crewmembers' debarkation and repatriation from the airport/seaport of debarkation to Greater Manila. Seafarer's baggage shall be limited in weight to the normal allowed weight by the air carrier.

14.1.2 For non-Hotel and Beverage personnel, cost of airplane fares (economy) to port of embarkation, costs of meals and hotel charges, if applicable, shall be paid by the COMPANY according to the number of days required from the airport/seaport in Greater Manila to the port of embarkation. Seafarer's baggage shall be limited in weight to the normal allowed weight by the air carrier.

14.4. REPATRIATION

14.4.1 For Deck and Engine positions, the COMPANY and the UNION agree that should the term of contract of the Seafarer expire when the Seafarer is at



sea or in any foreign port where repatriation is deemed difficult, the Seafarer shall continue to perform duties and obligations under the same terms and conditions of this Agreement with corresponding compensation until a suitable replacement is made or until such time that a new contract is signed, if extension of service is mutually desired. If repatriation is made other than at Philippine Ports, the COMPANY agrees to pay for the transportation from the port of disembarkation to Manila provided that the Company has the option to select the port from where repatriation shall be made.

- 14.4.2 For Hotel and Beverage Personnel, the COMPANY and the UNION agree that should the term of contract of the Seafarer expire when the Seafarer is at sea or in any foreign port where repatriation is deemed difficult, the Seafarer shall continue to perform duties and obligations under the same terms and conditions of this Agreement with corresponding compensation until a suitable replacement is made or until such time that a new contract is signed, if extension of service is mutually desired. If repatriation is made other than at Philippine Ports, the COMPANY agrees to pay for the transportation from the port of disembarkation to Manila provided that the Company has the option to select the port from where repatriation shall be made. The amounts paid by the COMPANY, if any, may be returned to the COMPANY from the proceeds of the Gratuity based on charging passengers and/or Beverage Plan, subject to Article 3.1.

Art. 15 HOSPITALIZATION, MEDICAL AND DENTAL SERVICES

- 15.3 The UNION agrees that if any Seafarer contracts or suffers illness or injury through his own fault or due to their refusal to obey lawful orders or heed previous warnings of superiors or to immoral acts, vicious habits, or notorious negligence, any expense advanced by the COMPANY due to such illness or injuries shall be subject to repayment by the Seafarer.

Art. 20 WAR BONUS

- 20.1 The COMPANY agrees that during the period of this contract, should the vessel be traded in any area exclusively by the WARS RISKS TRADING WARRANTIES occurring the vessel, and subsequent amendment thereto the Seafarer shall be paid War Bonus equivalent to 100 percent of their monthly salary for the duration of the Seafarer's stay in the war zone area. Provided, however, that the said war bonus shall not be payable to the Seafarer if the vessel's underwriters do not charge additional premium for

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the period when the vessel remains in the area excluded by the warranties, as determined by competent authorities, provided that this fact is made known to and communicated to the crewmembers before entering into a war zone area, and provided further that a crewmember has the right to refuse to go to a war zone.

a) Two Thousand Pesos (P2,000.00), Philippine Currency, for the first year of his service; and

b) Five Hundred Pesos (P500.00), Philippine Currency, for every year of his service thereafter, payable in lump sum but shall not exceed the total number of years he had actually worked on board vessels as such member under the UNION Collective Bargaining Agreement.

NOW THEREFORE, the COMPANY and the UNION hereby stipulate that this Supplementary Agreement thereof shall form an integral part of the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the contracting parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date and place herein before first written.

UNITED PHILIPPINE LINES, INC.

ASSOCIATED MARINE OFFICERS &
SEAMEN'S UNION OF THE PHILIPPINES
PTGWO-ITF

By:


FERNANDO V. LISING
President

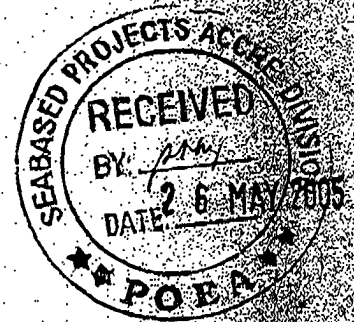
By:


CAPT. GREGORIO S. OCA
President

SIGNED IN THE PRESENCE OF:

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APPENDIX A-2 REVISED HOLLAND AMERICAN LINES INC.
FILIPINO SALARY SCALE EFFECTIVE MAY 1, 2004

POSITION	I monthly wage	II 12-M Annual Guarantee	III in excess of 77hrs/wk (1,2)	IV Allotment (3,4)
HOTEL				
Front Desk Attendant	895.00	11,605.00	3.43	418.98
Asst. Cook	573.00	11,480.00	2.17	422.27
Asst. Cook Odyssey	573.00	11,504.00	2.17	422.27
Asst. Butcher	573.00	11,519.00	2.17	395.38
Asst. Pastry Cook	573.00	11,048.00	2.17	395.38
Asst. Pastry Cook Ody	573.00	10,849.00	2.17	395.38
Asst. Baker	573.00	11,424.00	2.17	422.27
Apprentice Cook	573.00	11,327.00	2.17	422.27
GPA Pantry	367.00	6,964.00	1.39	237.43
GPA Foreman Gen. Svc.	1155.00	11,976.00	4.38	395.38
GPA Gen. Svc.	442.00	6,885.00	1.67	237.43
GPA Gen. Svc. Odyssey	442.00	6,899.00	1.67	237.43
Personnel Cook	1212.00	11,508.00	4.59	422.27
Printer	1365.00	14,266.00	6.19	530.58
GPA Sanitation	596.00	8,049.00	2.26	285.81
Tailor Sr.	1422.00	15,495.00	5.39	530.58
Tailor	1070.00	10,917.00	4.05	395.38
BEVERAGE				
Wine Attendant [2,4]	140.00	12,120.00	1.89	200.00
Bev. Attendant - Male [2,4]	140.00	11,210.00	1.89	200.00
Bev. Attendant - Female [2,4]	140.00	11,182.00	1.89	200.00
Bartender	619.00	11,356.00	2.33	185.43
Bar Supervisor	995.00	12,515.00	3.77	291.55
GPA Bar	610.00	6,743.00	2.31	232.77

NOTES:

- I. Monthly Wage (inclusive of overtime, vacation allowances)
- II. Annual Guaranteed Pay
- III. Hourly O.T. in excess of 77hrs/week (formula: monthly wage x 1.25/30 hrs)

- [1] Monthly wage will be the basis for computation of sick wage and hourly O.T.
- [2] For Wine Att'd, Bev. Att'd male and Bev. Att'd female, basis for computation of sick wages and hourly O.T. is \$500.00
- [3] Allotment amounts are fixed, based on 80% of 1,004 base wages
- [4] For Wine Att'd, Bev. Att'd male and Bev. Att'd female, allotment amount is \$200.00

EXHIBIT F

2 Agreement

Acknowledgment

I, the undersigned employee of United Philippine Line/Holland America Line and member of AMOSUP make the following certifications and representations:

- a) I have watched the New Gratuity & Beverage Plan presentation of Holland America Line.
- b) I understand and agreed upon its terms, agree to be bound by them, and I acknowledge I will not earn less than the annual guarantee specified by the position regardless of any charge from or return of the advances made by the Company under the gratuity or beverage plan mentioned above and
- c) I agree that the costs mentioned below shall be advanced by the Company and I agree to return to the Company the amounts advanced upon my receipt of the additional income from the gratuity and beverage plan for distribution to the participating hotel and beverage staff:
 - Hotel accommodations from Manila to the joining port and, upon the completion of my contract, from the port of debarkation to Manila
 - Airfare from Manila to the joining port and, upon the completion of my contract, from the port of debarkation to Manila.
 - Transfers and travel from Manila to the joining port and, upon the completion of my contract, from the port of debarkation to Manila.
 - Meal Allowance from Manila to the joining port and, upon the completion of my contract, from the port of debarkation to Manila.
 - Visas
 - Pre-employment Medical costs
 - uniforms

By voluntarily signing this statement, I agree to each of the above conditions as negotiated between the Company and AMOSUP.

Signature PONCED BALON Print Name PONCED BALON
Position CPA Employee #
Date SEPT 20 2007